

Cedar Co.

CWA #7102 (Sheriff)

7/1/2006 6/30/2008

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006 by and between CEDAR COUNTY, IOWA (Sheriff's Office) hereinafter referred to as the "Employer", and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO LOCAL 7101, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

**ARTICLE 1
RECOGNITION**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit:

INCLUDED: All regular full-time jailers, dispatchers, clerks of the Cedar County Sheriff's Office.

EXCLUDED: Sheriff, Chief Deputy, Patrol Deputies, Jail Supervisor, Office Manager, supervisors, confidential employees and all other excluded by Section 4 of the Act.

**ARTICLE 2
SEVERABILITY AND SAVINGS**

2.01 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 3
DEFINITIONS**

3.01 A full-time employee is one who is regularly scheduled to work at least 40 hours per week.

3.02 A part-time employee is one who is regularly scheduled to work less than 40 hours per week. Part-time employees are not covered by this Agreement.

3.03 A temporary employee is one who is hired to work for a period of 4 months or less. Temporary employees are not covered by this Agreement.

3.04 For the purpose of this Agreement, day shall mean calendar day unless otherwise specifically noted.

3.05 Shifts occur wholly on the date of which they start.

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RELATIONS BOARD

3.06 A new employee shall normally serve an orientation period of 6 months. A new employee accrues fringe benefits, but is not eligible to use any benefits during the orientation period, except for health and dental insurance.

ARTICLE 4 GRIEVANCE PROCEDURE

4.01 A grievance shall mean that there has been an alleged violation or application of the expressed provisions of this Agreement.

4.02 Grievance Steps:

Step 1 The employee and/or Union shall present a grievance in writing to the immediate supervisor within ten (10) days following its occurrence. The grievance must specify the specific provision of the contract alleged to have been violated. The immediate supervisor or his/her designated representative will answer the grievance within ten (10) days after meeting with the grievant and/or Union. Within ten (10) days of the receipt of the Employer's answer the Union will provide a written acceptance, rejection or appeal of the answer.

Step 2 A grievance appealed at Step 1 shall be presented to the Sheriff or his/her designated representative within seven (7) days of the Step 1 answer. Within ten (10) days of the grievance meeting, the Sheriff or his/her designated representative will answer the grievance in writing. Within ten (10) days of the receipt of the Employer's answer the Union will provide a written acceptance, rejection or appeal to arbitration.

Step 3 Optional Grievance Mediation: Following the appeal to arbitration, but prior to scheduling the arbitration hearing, the parties may mutually agree to request the services of a grievance mediator to assist in the resolution of the grievance. If grievance mediation is not successful, the parties will schedule a hearing date.

Step 4 Any grievance not settled in Step 2 or Step 3, if applicable, may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within ten (10) calendar days after the employee's receipt of the Step 2 (or Step 3 if applicable) answer or within 10 calendar days of when the answer was due.

The moving party will submit a request for a list of seven (7) arbitrators from the Federal mediation and Conciliation Service or the American Arbitration Association at the same time as the notice of referral to arbitration is made. The parties will alternately strike a name from the list, with the moving party making the first strike.

4.03 The fees and expenses of the arbitrator will be shared jointly by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party

requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

4.04 The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be binding on the parties.

4.05 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

4.06 The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer. Grievances not filed or processed according to the time limits specified are barred from the arbitration process. If a grievance is at any step is not timely answered by the employer, the Union may appeal it to the next step.

4.07 An employee may consult with a Union steward during working hours regarding a grievance by contacting the employee's supervisor. The employee's supervisor will arrange a meeting to take place during the first or last half hour of the work day. Any time spent by an employee and the steward beyond the normal work day will be without pay.

ARTICLE 5 HOURS OF WORK AND OVERTIME

5.01 This Article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week.

5.02 Work schedules will be established by the Sheriff or his designee with input by employees. The work-schedule for jailers will be a fixed schedule type with rotating weekends. The work schedule for dispatchers is a rotating type schedule. The majority of employees may select the work schedule as long as such schedule is approved by the Sheriff.

5.03 Shift Assignments Shifts will be selected according to the following procedure on an annual basis. The Employer will post the shifts. Employees may, on the basis of seniority select their 1st, 2nd and 3rd choice of shift. If the Employer is unable to grant the employee's 1st choice, then the 2nd or 3rd choice will be granted, if possible. It is recognized and understood by the parties that certain employees must work certain shifts because of employee qualifications, as determined by the Employer, and are best utilized during certain time frames. Within these guidelines, the Employer will endeavor to assign shifts by the preference of the employee based on seniority.

5.04 A shift vacancy due to a resignation, retirement, etc. will also be selected by seniority, provided the employee has the necessary qualifications, as determined by the Employer, to perform the work.

5.05 Overtime: Overtime for shall be paid at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in a seven (7) day work week. All overtime must have prior approval of the Sheriff or his/her designee.

5.06 Only hours worked shall be counted for the purpose of computing overtime.

5.07 When an employee is requested to remain on-call or wear a pager to be immediately available during non-scheduled time the employee will receive one (1) hours pay for each 24 hour period.

5.08 The Employer will make a good faith effort to avoid changing work schedules for the sole purpose of avoiding the payment of overtime.

ARTICLE 6 SENIORITY

6.01 Seniority means an employee's length of continuous service, since the last date of hire. In the case of more than one employee having the same hire date, seniority shall be determined by the last four digits of their social security number. The employee with the higher number would be considered to have more seniority than an employee with a lower number.

6.02 The Union shall be furnished with a seniority list of bargaining unit employees, including name, hire date and job classification within thirty (30) days after the effective date of the Agreement.

6.03 An employee shall lose his/her seniority and the employment relationship shall be broken for the following reasons:

1. The employee quits.
2. The employee is terminated.
3. The employee is absent for any reason for over twelve (12) months or for a period of time equal to his/her seniority, whichever is shorter.

ARTICLE 7 LAYOFFS AND RECALL

7.01 If and when it becomes necessary to reduce the number of employees, consideration will be given to employee qualifications. If qualifications, as determined by the Employer, are substantially equal between and/or among employees, then seniority will govern.

7.02 Except for emergencies, such as equipment breakdown or weather, a regular employee who is to be laid off will be given a fourteen (14) day notice prior to the layoff.

7.03 While on layoff, an employee is not eligible for holidays or any other benefits. Vacations, sick leave and seniority do not accrue during a layoff.

7.04 The Employer shall notify by certified mail, return receipt requested, those employees who are to return to work after a lay off. It is the employee's obligation to keep the employer informed as to a current address. Any employee thus notified must advise the Employer whether he/she intends to return to work and must report to work on the call back date unless such time is mutually extended in writing.

7.05 A laid off employee who fails to report to work within three (3) calendar days after having been recalled without good cause, shall be determined to have resigned and will forfeit future recall rights.

ARTICLE 8 WAGES AND SHIFT DIFFERENTIALS

Rates of pay are shown in Exhibit A

Shift Differential Employees are eligible for shift differentials as follows:

	<u>Weekdays</u>	<u>Weekends</u>
1 st shift	0	\$0.50
2 nd shift	\$0.10	\$0.60
3 rd shift	\$0.25	\$0.75

ARTICLE 9 HOLIDAYS

9.01 Regular full-time employees who have completed six months of employment are eligible for the following paid holidays as set forth by the Board of Supervisors prior to each calendar year.

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Christmas Eve (only if Monday-Friday)
10. Christmas Day

9.02 Employees who work on a holiday shall be paid time and one-half (1 1/2) for all hours worked in addition to the paid holiday at straight time rate. An employee not scheduled to work on a holiday shall be paid eight (8) hours of holiday pay.

9.03 To be eligible for holiday pay, an employee must have worked his/her last full work day as scheduled immediately before and his/her first full work day as scheduled immediately after each holiday, e.g., an employee on sick leave would not be eligible for holiday pay, unless scheduled sick leave or medical emergency hospitalization. Scheduled use of vacation days, personal days or compensatory time qualifies.

9.04 An employee on layoff or leave of absence is not eligible for holiday pay.

9.05 Employees who have accrued holiday pay, but not been paid due to orientation status, will be paid for the holidays upon completion of the orientation period.

ARTICLE 10 VACATION

10.01 Eligibility and Allowance All regular full-time employees shall be eligible for vacation on their seniority dates as listed below:

<u>Service Requirement</u>	<u>Vacation Allowance</u>	<u>Earning Rate/ Pay Period</u>
After 1 full year of continuous service	40 hours	1.54
After 2 full years of continuous service	80 hours	3.08
After 6 full years of continuous service	88 hours	3.38
After 7 full years of continuous service	96 hours	3.69
After 8 full years of continuous service	104 hours	4.00
After 9 full years of continuous service	112 hours	4.31
After 10 full years of continuous service	120 hours	4.62
After 11 full years of continuous service	128 hours	4.92
After 12 full years of continuous service	136 hours	5.23
After 13 full years of continuous service	144 hours	5.54
After 14 full years of continuous service	152 hours	5.85
After 15 full years of continuous service	160 hours	6.16
After 16 full years of continuous service	168 hours	6.46

10.02 Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay for the day or week for which he/she would have been regularly scheduled to work. Accrued vacation leave can not be used to extend a workday beyond regularly scheduled work hours.

10.03 Vacation Usage. Normal vacation scheduling is in full day increments but with department approval, vacation may be scheduled in one hour increments. Vacations should be taken in the anniversary year however, with department head approval one (1) year's vacation may be accumulated and carried over to the next year.

10.04 Vacation Selection. Every December a vacation calendar for the following calendar year will be created for each job title. Employees will have the opportunity to select vacation by seniority. Vacation time not selected during the initial passing of the vacation schedule will be available during the calendar year on a first come first served

basis. Normally, vacation requests should be received at least thirty (30) days in advance. The Department head must approve vacations.

10.05 If a previously scheduled vacation is cancelled by the Employer, the employee has the option of being paid or rescheduling the vacation.

ARTICLE 11 SICK LEAVE

11.01 Accumulation. Full-time employees accrue sick leave at the rate of 3/4 day per pay period up to a maximum of 120 days.

11.02 Use of Sick Leave. Employees may not use sick leave for the first six months of employment. Employees may use sick leave for the employee's non-work related illness, injury, or temporary disability, including pregnancy, that prevents the employee from performing his/her job duties. Sick leave may be used for medical or dental appointments of the employee, which cannot be made during non-work hours. Granting of sick leave is not automatic and all sick leave must be approved by the Sheriff or his/her designee. A medical verification of illness or injury may be required to substantiate the need for sick leave. Medical certification satisfactory to the Employer may also be required to verify an employee's fitness for duty following use of sick leave. The Sheriff may require a physician's certificate supporting absences.

11.03 Notification. When absences due to sickness are necessitated, the employee shall notify his/her immediate supervisor or department head at least two (2) hours prior to the beginning of his/her scheduled reporting time or as soon as feasible for bona fide reasons. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

11.04 Conversion of Sick Leave At the sole discretion of the Board of Supervisors, once an employee has reached and maintains the maximum accumulation of sick leave (120 days), he/she may be eligible to be paid for sick leave hours as follows: The employee's straight time hourly rate times 10% for each hour over the maximum or an equivalent amount as vacation. If the Board of Supervisors determines that a payout will be made, such payout will be made on or about November 15 of each year.

11.05 Termination of Employment Unused sick leave will be payable upon death or retirement at the current federal minimum wage per hour times the number of accrued, but unused sick leave hours. The word "retirement" shall mean the voluntary resignation of employment after the minimum time and age requirements fixed for receiving retirement benefits by the employee under the IPERS retirement program.

11.06 Supplementing Workers Comp with Sick Leave Workers Compensation Insurance covers all County employees. Pursuant to Code of Iowa section 85.38(3) an employee receiving Workers Compensation benefits for a job-related injury or illness may receive sick pay on a pro rata basis in a limited amount sufficient to offset any difference between Workers Compensation benefits and the employee's regular rate of pay, but only to the extent that sick leave accruals are then available. The Election to

Supplement Workers' Compensation Benefits forms must be signed by the employee and can be picked up from the Human Resources Benefits Coordinator. The employee may elect to receive Workers Compensation benefits without supplemental sick leave use.

All accidents must be reported to the supervisor. Any accident requiring professional medical attention shall be reported as soon as practical, but no later than twenty-four (24) hours to ensure proper Workers Compensation coverage.

ARTICLE 12 PERSONAL DAYS

12.01 Regular full-time employees will be allowed three (3) eight (8) hour personal days per year. Personal days must be used within the fiscal year and may not be carried forward. Normally, requests for personal days must be submitted 30 days in advance. Requests with less than 30 day notice are granted at the discretion of the Department Head or designee. Personal days may be used in 1 hour increments.

ARTICLE 13 JURY DUTY

13.01 An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employee will report to work within two (2) hours. The employee must notify the Employer within 2 days of receiving notice of jury duty so that scheduling adjustments can be made.

ARTICLE 14 FUNERAL LEAVE

14.04 All regular full-time employees who have completed their orientation period shall be allowed paid time off at regular rate of pay up to but not to exceed five (5) consecutive workdays as normally scheduled for the employee in case of the death of the employee's or spouse's parent, spouse, child, (or corresponding step relative) for attendance at the funeral and for any other purpose directly arising out of said death. One (1) days shall be granted for attendance at the funeral of an employee's brother, sister, grandparents, grandchild (or corresponding step relative). Additional days, paid or unpaid, may be granted at the discretion of the Department Head.

ARTICLE 15 LEAVES WITHOUT PAY AND OTHER LEAVES

15.01 A leave without pay may be granted at the sole discretion of the Employer for illness, union business or other legitimate reasons as determined by the Employer. Request shall be made in writing to the department head with a copy to the Human Resources Benefits Coordinator, at least thirty (30) days in advance when possible.

15.02 While on unpaid leave, an employee's seniority is frozen; no benefits will be provided, unless required by federal or state law, and the employee will not accrue vacation leave. Employment anniversary date and date of benefits may be subject to change.

15.03 While on unpaid leave, employees may continue their Health Insurance at their own expense, if allowed by the carrier, and in accordance with the applicable laws. Premiums must be paid directly to the Human Resources Benefits Coordinator payable to the Cedar County Auditor. Arrangements for time of payment must be made with the Human Resources Benefits Coordinator prior to the employee taking the leave.

15.04 Absences for military service and leaves that qualify under the Family and Medical Leave Act will be granted and administered in accordance with state and federal laws.

ARTICLE 16 UNIFORMS

16.01 Uniforms and equipment will be provided in accordance with Departmental policy.

ARTICLE 17 SCHOOLING/TRAINING

17.01 Pay for hours spent at training sessions, meetings, etc. will be in accordance with the Fair Labor Standards Act. The employee will be eligible for reimbursement for any expenses related to the training such as meals, registration fees and mileage.

ARTICLE 18 DUES CHECK OFF

18.01 Upon receipt of a lawfully executed written authorization from an employee, which may be revoked on thirty (30) days written notice to the Employer and to the Union, the Employer agrees to deduct the regular monthly dues of such employee from his/her pay and remit such deduction to the official designated by the Union. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

18.02 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 19 INSURANCE

19.01 The County will pay 85% of the single premium for each eligible regular full-time employee toward a Health and Major Medical Group program chosen by the County Board of Supervisors. A copy of the group plan will be provided to each employee. If an

employee desires to cover his/her eligible dependents, he/she may do so by paying 15% of the cost of dependent coverage.

19.02 The insurance program referred to in these policies will be subject to all terms and conditions of the contract with the insurance carrier.

19.03 Dental Insurance The County will pay the premium for each eligible regular full-time employee toward a single dental group program chosen by the County Board of Supervisors.

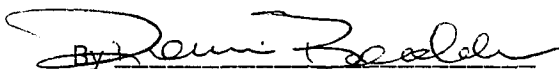
ARTICLE 20 DURATION

20.01 THIS AGREEMENT shall be effective from July 1, 2006 and shall continue to remain in full force and effect until its expiration on June 30, 2008.

20.02 During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party before October 15 of the preceding year. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Signed this 11th day of May, 2006

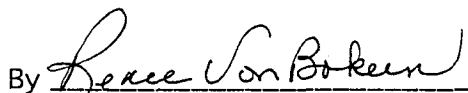
CEDAR COUNTY

By 

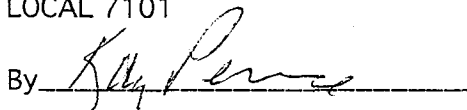
Chair, County Board
of Supervisors

By _____
Sheriff

Acknowledged by:

By 
Employer Representative

COMMUNICATION WORKERS OF AMERICA,
LOCAL 7101

By 

By 

By _____

By _____

By _____

By _____

**EXHIBIT A
WAGES**

Dispatchers, Jailers, Clerks

	<u>July 1, 2006</u>	<u>July 1, 2007</u>
Start	11.02	11.41
6 months	11.54	11.94
1 year	11.90	12.32
2 years	12.62	13.06
3 years	13.29	13.75

The current employee who is paid off scales will receive a 3.0% increase on 7-1-06 and a 3.5% increase on 7-1-07